

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

BGR Government Affairs, LLC

## 2. Registration Number

5430

## 3. Primary Address of Registrant

601 13th Street NW  
11th Floor South  
Washington, D.C. 20005

## 4. Name of Foreign Principal

Government of the Cooperative Republic of Guyana

## 5. Address of Foreign Principal

Shiv Chanderpaul Drive, Georgetown, Guyana

## 6. Country/Region Represented

Guyana

## 7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Government of the Cooperative Republic of Guyana

b) Name and title of official with whom registrant engages

Samuel A.A. Hinds, Guyanese Ambassador to the United States

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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11. Explain fully all items answered "Yes" in Item 10(b).

N/A

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


12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
April 14, 2022	Chelsea J. Bacher	 /s/ Chelsea J. Bacher eSigned
		
		
		

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

BGR Government Affairs, LLC

2. Registration Number

5430

3. Name of Foreign Principal

Government of the Cooperative Republic of Guyana

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 4/6/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide government relations services.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will work with the Foreign Principal and will provide government affairs services by engaging and facilitating communications with the relevant officials and decision makers in the U.S.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The nature and method of performance of the contract will include strategic guidance and counsel with regard to government affairs activity within the U.S. This may include relevant outreach to US. government officials, non-government organizations, and other individuals within the US. Additionally, it may include dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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Total

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
April 14, 2022	Chelsea J. Bacher	<div>Sign</div> /s/ Chelsea J. Bacher eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>

Agreement between the Government of the Cooperative Republic of Guyana and BGR Group

Following are the terms and conditions of the agreement between the Government of the Cooperative Republic of Guyana (hereinafter referred to as "the Client") and BGR Group.

1. **Services:** As permitted by applicable United States laws and regulations, BGR Group shall provide the Government of the Cooperative Republic of Guyana with strategic advice and counsel which aims to support their business lines and projects as instructed by the Client.
2. **Fees:** For all public affairs services rendered by the firm, the Client shall pay BGR Group a monthly fee of thirty-five thousand United States dollars (US\$35,000). The first month's retainer payment is due upon execution of this agreement and BGR Group will not commence its services until that payment is received. Payment information will be included on all BGR invoices provided.
3. **Administrative Fees:** In addition to the fees described in paragraph 2, BGR Group shall also assess the Client a 3% administrative fee to cover general expenses such as local travel, long distance telephone charges, usage of BGR Group's knowledge and technology resources and usage of the Group's subscriptions to news and business information resources. Other pre-approved out-of-pocket expenses such as international or long-distance travel (including meals and accommodations), international wire fees, international conference calls courier, shipping and the like are billed to the Client, at cost, as incurred. BGR Group reserves the right to require prepayment for significant expenses prior to those costs being incurred.
4. **Payment Terms:** After the initial payment due upon execution of this agreement, BGR Group shall invoice the Client monthly, in advance, with payment due within 30 days of the government's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, BGR Group will cease all services until all outstanding invoices are paid in full.
5. **Term:** The initial term of this agreement runs for 12 months from April 6, 2022 through April 5, 2023. During the initial term of this agreement, either party may terminate this agreement for convenience with 30 days' prior written notice after the 4<sup>th</sup> month. If this agreement has not been terminated by either party, then it renews automatically for a further year with the same conditions.
6. **Compliance with Disclosure Regulations and Other Applicable Laws:**
  - a. BGR Group and those representing Guyana shall comply with any and all restrictions and requirements of the Lobbying Disclosure Act, FARA and other applicable laws and regulations of the United States.
  - b. Those acting on behalf of Guyana represent and warrant that it has supplied BGR Group with accurate and complete information concerning its operations, objectives and personnel, recognizing that BGR Group may be required to complete and file public-disclosure forms in connection with this engagement. Guyana representatives

agree that they will immediately notify BGR Group in the event of any changes to this information.

- c. Guyana warrants that all payments made to BGR Group will not be made with federal funds and will make appropriate certifications and disclosures as required.
7. **Confidential Information:** BGR Group will use all permissible efforts to protect privileged communications or other confidential information developed by BGR Group or provided to BGR Group during the course of BGR Group's provision of services described above.
8. **Intellectual Property Rights:** The Client recognizes that BGR Group brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs and other intellectual property and materials (the "Pre-Existing Materials") to assist BGR Group in the performance of the services under this agreement. The client acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of BGR Group.
9. **Costs of Fee Dispute:** If disputes related to payment of fees or expenses occur and result in legal fees or costs for BGR Group, the Client shall pay actual and reasonable legal fees and costs incurred by BGR Group in connection with the collection of undisputed fees and expenses.
10. **Costs of Other Proceedings:** If litigation or other proceedings arise regarding services performed by BGR Group for Guyana under this agreement, and BGR Group is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, the Client shall pay for BGR Group's reasonable legal fees and costs. This obligation is limited to litigation or other proceedings where Guyana is a named party to the litigation or other proceedings, and BGR Group is not a named party. This Section survives the termination or expiration of this agreement.
11. **Entire Agreement:** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to its subject matter.
12. **Modifications and Amendments:** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.
13. **Assignment:** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
14. **Severability:** If any provision of this agreement is held to be illegal, invalid or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

**15. Governing Law and Jurisdiction:** This agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Each party irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of the District of Columbia.

Signed on behalf of the Government of the Cooperative Republic of Guyana

  
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Signed on behalf of BGR Group

  
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Dated: April 6, 2022